



AMERICAN MARKETING & MOTORSPORTS GROUP INC.  
26 Garden Street  
New York Mills, New York 13417  
Tel. 315-736-8834 FAX. 315-768-3046

**INVOICE # 3195005**

PAGE 1 OF 1

**DATE OF INVOICE:** July 20, 1995

**TO:** R.J. Reynolds Tobacco Company  
Att: Scott Steen  
150 Lawrenceville Rd.  
Suite 108  
Williamsville, N.Y. 14221

**FOR:** N.Y. State Fair Promotion  
Driver Appearances  
Balance

**PAYMENT:** \$12,500.00

**PAYMENT DUE:** On or before August 21, 1995

Please make payment out to: American Marketing and Motorsports Group Inc.

Please send payment to: American Marketing and Motorsports Group Inc.  
Att: Accounts Receivable  
26 Garden St.  
New York Mills, N.Y. 13417

Thank you for your business.

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**PAYMENT RECEIVED:** \_\_\_\_\_ **DATE RECEIVED:** \_\_\_\_\_

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AMERICAN MARKETING & MOTORSPORTS GROUP INC.  
26 Garden Street  
New York Mills, New York 13417  
Tel. 315-736-8834 FAX. 315-768-3046

July 19, 1995

Mr. Scott Steen  
RJ Reynolds Tobacco Co.  
150 Lawrenceville Rd.  
Suite 108  
Williamsville, N.Y. 14221

RE: LETTER OF AGREEMENT

Dear Scott,

This is to confirm the AGREEMENT between R.J. Reynolds Tobacco Co. (RJR) and American Marketing and Motorsports Group, Inc. (AMG) as follows:

1. AMG will provide for the appearance of NASCAR Winston Cup Drivers Ken Schrader, Terry Labonte and Jeff Gordon (DRIVERS) at the New York State Fair in Syracuse, N.Y. on Tuesday August 29, 1995 from 2:00 pm to 5:00 pm.
2. During the time period, the DRIVERS will sign autographs for 30 (thirty minutes) with a private VIP Group and for 150 (one hundred fifty minutes) with the general public.
3. It is specifically understood that the DRIVERS will make their best efforts not to allow anything to prohibit or interfere with their appearance at this event. However, if they are unable to appear for whatever reason, it is hereby agreed that all advanced fees will be refunded subject to any air transportation costs involved in their attempt to arrive.
4. It is specifically understood that AMG is an independent contractor and does not control the actions of the DRIVERS and therefore is not liable for any acts of commission/omission or default on the part of the DRIVERS.
5. It is specifically understood that AMG is required to coordinate publicity for the event with the DRIVERS. Any and all media interviews in conjunction with the appearance will be approved by DRIVERS in advance. Only slides, transparencies or photographs supplied by DRIVERS may be used in advertising and in any poster or signature card used during this appearance.
6. RJR shall pay AMG the amount of \$25,000.00 (twenty-five thousand dollars) as follows:  
\$12,500.00 on or before July 28, 1995  
\$12,500.00 on or before August 21, 1995

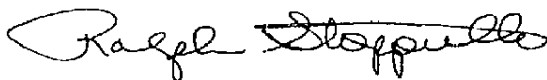
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7. The above compensation is for the appearance and air transportation of the DRIVERS only and does not include the cost of ground transportation, security, meals, promotional materials or other costs related to the appearance.

Please indicate your agreement to the provisions as contained in this letter by your signature below.

Sincerely,



Ralph Stoppiello  
RS/sj

Agreed to for R.J. Reynolds Tobacco Co. by:

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Scott Steen

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Date